CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000010392 Potters Industries Inc PO Box 840 Valley Forge PA 194820840

Contract ID		Page		
000000000000000000014864		1 of 3		
Contract Dates		Origin		
04/01/2009 to 03/31/2010		CPŠ		
Description:		Contract Maximum		
CPS-GLASS BEADS		\$9,999,999.00		
Buyer Name	Buyer Phone	Contract Status		
Laraway, Elizabeth	828-4658	Approved		

Phone #: 610-651-4700

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8088	GLASS BEADS FOR WATERBORNE TRAFFIC PAINT. 80% TRUE SPHERES. BULK CONTAINERS OF 2000 LBS. (SEE ITEM SPECS)	СТ	0.01000	0.00	0.00

GLASS BEADS FOR WATERBORNE TRAFFIC PAINT. BEADS ARE TO BE IN CONFORMANCE WITH THE STATE OF VERMONT AGENCY OF TRANSPORTATION SPECIFICATION FOR GLASS BEADS FOR USE WITH PAINT FOR PAVEMENT MARKINGS.

\$0.2825/LB; BULK CONTAINERS OF 2000 LBS \$565.00

2 8089 GLASS BEADS FOR WATERBORNE TRAFFIC BG 0.01000 0.00 0.00 PAINT. 80% TRUE SPHERES. BAGS OF 50 POUNDS. (SEE ITEM SPECS)

GLASS BEADS FOR WATERBORNE TRAFFIC PAINT. BEADS ARE TO BE IN CONFORMANCE WITH THE STATE OF VERMONT AGENCY OF TRANSPORTATION SPECIFICATION FOR GLASS BEADS FOR USE WITH PAINT FOR PAVEMENT MARKINGS.

\$0.2825/LB: BAGS OF 50 LBS FOR \$14.13

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACTOR TO FURNISH GLASS BEADS IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

CERTIFICATION: TYPE D CERTIFICATION IS REQUIRED FOR EACH SHIPMENT. FAX TO: AOT RESEARCH LAB AT 802-828-2792.

THIS CONTRACT IS ESTABLISHED AS A RESULT OF A MULTISTATE BID OPPORTUNITY WITH NEW HAMPSHIRE, VERMONT, MAINE AND MASSACHUSETTS. NEW HAMPSHIRE WAS THE LEAD STATE (NH. 296-09).

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

DELIVERY AND PACKAGING: SHIPPING MUST BE ON FLATBED TRAILERS. VT AOT PERSONEL MUST BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE TO BE AVAILABLE FOR UNLOADING SHIPMENTS. THE 50 POUND BAGS OF GLASS BEADS SHALL BE APELLETIZED AND SECURED TO PROTECT FROM BREAKAGE IN SHIPMENT.

AVAILABLITY AND INVENTORY: CONTRACTOR IS REQUIRED TO MAINTAIN ADEQUATE INVENTORY TO MEET THE DELIVERY REQUIREMENT TO THE STATE OF VERMONT DURING THE TRAFFIC PAINT SEASONS.

DELIVERIES: LOCATIONS FOR DELIVERIES FOR AOT ARE BERLIN, COLCHESTER AND MENDON, VT. CONTRACTOR IS REQUIRED TO NOTIFY THE TRAFFIC SHOP SUPERVISOR IN BERLIN VT AT 802-828-2680 AT LEAST 48 HOURS IN ADVANCE OF DELIVERY. FAILURE TO NOTIFY IN ADVANCE WILL RELIEVE THE VT AOT OF RESPONSIBILITY FOR UNLOADING FOR UP TO 48 HOURS AFTER

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DELIVERY.				-	

DELIVERY TIMES: MENDON AND COLCHESTER: CONTRACTOR IS REQUIRED TO DELIVER BETWEEN 7:00 AM AND 7:30 AM AND MUST CALL DELIVERY LOCATION WITH A MINIMUM OF 24 HOUR ADVANCE NOTICES (BOTH LOCATIONS HAVE ANSWERING MACHINES).

BERLIN: CONTRACTOR MUST DELIVER BETWEEN 7:00 AM AND 3:30PM AND MUST CALL WITH A MINIMUM OF 24 HOURS ADVANCE NOTICE.

PENALTY FOR LATE DELIVERY: A \$0.10 (TEN CENTS) PER POUND PENALTY PER DAY WILL BE IMPLEMENTED FOR ALL LATE DELIVERIES.

GLASS BEADS FURNISHED UNDER THIS CONTACT SHALL BE 100% RECYCLED CONTENT.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE. UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15 REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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Laraway.Elizabeth	828-4658	Approved	

Phone #: 610-651-4700

Line # Item ID Item Desc UOM Price Qty Amt
VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT
STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON
STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS. POLITICAL SUBDIVISIONS FOR LESS THAN TRUCKLOAD SHIPMENTS HALL HAVE THE FREIGHT PREPAID AND ADDED TO THE INVOICE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: